


REQUEST FOR QUOTATION (This is NOT an Order)		This RFQ <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a small business set-aside		Page 1 Of 32
1. Request No. DAAE20-98-T-0149	2. Date Issued 14APR1998	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1 	Rating DOA5
5A. Issued By ACALA AMSTA-AC-PCW-B ROCK ISLAND IL 61299-7630 5B. For Information Call: (Name and telephone no.) (No collect calls) KATHY A WARNER (309) 782-3148 EMAIL: KWARNER@RIA-EMH2.ARMY.MIL			6. Deliver by (Date) See Schedule	
			7. Delivery <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other	
8. To: Name and Address, Including Zip Code			9. Destination (Consignee and address, including Zip Code) See Schedule	
10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. Schedule (Include applicable Federal, State, and local taxes)					
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

12. Discount For Prompt Payment	a. 10 Calendar Days	b. 20 Calendar Days	c. 30 Calendar Days	d. Calendar Days	
	%	%	%	Number	Percentage

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.			
13. Name and Address of Quoter (Street, City, County, State and Zip Code)	14. Signature of Person Authorized to Sign Quotation		15. Date of Quotation
	16. Signer		
	a. Name (Type or Print)		b. Telephone
	c. Title (Type or Print)		Area Code
			Number

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-98-T-0149 MOD/AMD</p>	<p align="right">Page 2 of 32</p>
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	01-JUL-1993

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2	52-201-4501	NOTICE ABOUT ACALA OMBUDSMAN	01-NOV-1995
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a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA
 AMSTA-AC-AP (OMBUDSMAN)
 Rock Island IL 61299-7630
 Toll Free: 1-888-782-6621 or Commercial: (309) 782-6621
 Electronic Mail Address: AMSTA-AC-AP@ria-emh2.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) ACALA solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

Name of Offeror or Contractor: <div style="text-align: center;">AS7006</div>
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3	52.211-4503 ACALA	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	01-DEC-1997
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(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

THE ABILITY TO VIEW AND DOWNLOAD ACALA SOLICITATION INFORMATION IS NOW AVAILABLE THROUGH THE ACALA ACQUISITION INFORMATION SYSTEM (AAIS). TYPE HTTP://WWW-ACALA1.RIA.ARMY.MIL/ACALA/AAIS/AAIS.HTM. IN ADDITION TO THE VIEW/DOWNLOAD CAPABILITY, THE VENDOR MAY ELECTRONICALLY ORDER BID SETS; I.E., HARD COPY SOLICITATION AND ATTACHMENTS.

PREVIOUS HISTORY CAN ALSO BE OBTAINED THROUGH AAIS 24 HOURS A DAY UTILIZING A 9600 BAUD MODEM SET DIALING (309) 782-7648. ONCE

Name of Offeror or Contractor:

CONNECTED, ENTER 'AAIS' AT THE 'LOGIN' PROMPT. IF ELECTRONIC MEANS IS NOT POSSIBLE, HISTORY WILL STILL BE PROVIDED TELEPHONICALLY AT (309) 782-8094 ON A LIMITED BASIS.

AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THEIR OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERY THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER. FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.

REQUEST QUOTATION REMAIN VALID FOR 90 DAYS.

DATAFAX NUMBER IS (309) 782-7289

REQUEST CLAUSES KF7019, KF7036 AND KF7046 BE COMPLETED.

REQUEST THE CONTRACTOR ESTABLISHMENT CODE (CEC), TAXPAYER IDENTIFICATION NUMBER (tin) AND CAGE CODE BE PROVIDED.

CEC_____

TIN_____

CAGE_____

*** END OF NARRATIVE A001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</div>				

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	01-DEC-1991

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

None

(BA6700)

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.210-4501 ACALA	DRAWINGS/SPECIFICATION	01-MAR-1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 9363711 with revisions in effect as of 18 Dec 97 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI 9363711	INITIAL RELEASE	REV A (HARD COPY) 1 SHEET

ALL SOLDERING AND SOLDERING RELATED OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH A DETAILED SOLDERING PROCESS PLAN TO BE DEVELOPED AND MAINTAINED BY THE CONTRACTOR. THE PLAN SHALL INCLUDE THE PROCEDURES TO BE USED FOR ALL SOLDERING AND SOLDERING RELATED OPERATIONS (I.E. HAND SOLDERING, TINNING, SOLDERABILITY TESTING OR VERIFICATION, AUTOMATED SOLDERING, INSPECTION, PROCESS CONTROLS). EACH PROCEDURE SHALL DESCRIBE THE OPERATION IN SUFFICIENT DETAIL TO ENSURE THAT THE PERFORMANCE REQUIREMENTS FOR THE ITEM BEING MANUFACTURED ARE MET. AS A MINIMUM, EACH PROCEDURE SHALL INCLUDE THE PROCESS, TOOLS, EQUIPMENT, MATERIALS AND ACCEPTANCE CRITERIA USED FOR THE OPERATION. THE SOLDERING PROCESS PLAN SHALL BE MADE AVAILABLE TO THE COGNIZANT GOVERNMENT TECHNICAL AGENCY. IN LIEU OF DEVELOPING A SOLDERING PROCESS PLAN, THE CONTRATOR MAY ELECT TO UTILIZE ANSI/IPC/J-STD-001, CLASS 3*, WITH THE CLEANLINESS DESIGNATOR AS INDICATED BELOW:

FLUX TYPE IN USE	CLEANLINESS DESIGNATOR**
LOW RESIDUE/NO CLEAN FLUX	C02
ROSIN BASED FLUX	C22
WATER SOLUBLE FLUX	C22

*CLASS 3 HIGH PERFORMANCE ELECTRONIC PRODUCTS
INCLUDES EQUIPMENT FOR COMMERCIAL AND MILITARY PRODUCTS WHERE CONTINUED PERFORMANCE OR PERFORMANCE-ON-DAMAND IS CRITICAL. EQUIPMENT DOWNTIME CANNOT BE TOLERATED, END-ITEM USE MAY BE UNCOMMONLY HARSH, AND THE EQUIPMENT MUST FUNCTION WHEN REQUIRED, SUCH AS LIFE SUPPORT SYSTEMS AND CRITICAL WEAPONS SYSTEMS.

**ANSI/IPC/J-STD-001 REV A, PARAGRAPH 8.3.2 AND SUB-PARAGRAPHS.

DOCUMENT	DELETE	REPLACE WITH
7720498	MS35223	MS35206
7972680	MS39020	MIL-B-43436/1/2/3/4/5
9363711	MS52000	A-A-52481
7972780	MIL-T-10727	ASTM B545, ASTM B339
7972867	MIL-T-10727	ASTM B545, ASTM B339
8344520	QQ-A-2008	ASTM B241, ASTM B308
8701330	QQ-A-2008	ASTM B308, ASTM B241
8344520	QQ-A-2008	ASTM B241, ASTM B308
8701330	QQ-A-200	ASTM B221, ASTM B241
8344520	QQ-A-591	ASTM B108
8701293	QQ-A-591	ASTM B108
8701330	QQ-A-591	ASTM B108
9363639	QQ-A-591	ASTM B108
7751487	QQ-B-637	ASTM B124
7716523	QQ-C-530	ASTM B196
7716525	QQ-C-530	ASTM B196
7716521	QQ-S-571	ANSI J-STD-004, 005, 006
7716523	QQ-S-571	ANSI J-STD-004, 005, 006
7716525	QQ-S-571	ANSI J-STD-004, 005, 006
9363637	QQ-S-571	ANSI J-STD-004, 005, 006

ON DRAWING 1169688 CHANGE APPROVED SOURCE OF SUPPLY:
FROM: CUTLER HAMMER INC. TO: ASSOCIATED AIRCRAFT SUPPLY CO.
SPECIALTY PRODUCTS DIV. PO BOX 35788

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Name of Offeror or Contractor:		

4201 N. 27TH ST.
MILWAUKEE, WI 53216

6020 CEDAR SPRING RD.
DALLAS, TX 75235

(CS6100)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4501 ACALA	PACKAGING REQUIREMENTS	01-SEP-1997
<p>(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P9363711 , revision A, dated 29 OCT 97. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, date 01 OCT 96.</p> <p>(b) Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking,'' revision N, dated 15 MAY 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.</p> <p>EXCEPTION: NONE</p> <p>(End of clause)</p> <p>(DS6400)</p>			
2	52.247-4521 ACALA	UNITIZATION/PALLETIZATION	01-MAR-1988

(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7203)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	01-AUG-1996
2	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	01-APR-1984

(a) Definition. 'Contract date,' as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with the specification titled ANSI/ISO/ASQC Q9002 OR EQUIVALENT, in effect on the contract date, which is hereby incorporated into this contract.

(EF6001)

3	52.246-4528 ACALA	REWORK AND REPAIR OF NONCONFORMING MATERIAL	01-MAY-1994
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a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

4	52.246-4531 ACALA	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	01-DEC-1997
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Name of Offeror or Contractor:		

- (a) The contractor shall use a calibration system for the AIE used on this contract that meets the requirements of ANSI/NCSL Z 540-1, ISO 10012-1, or an alternative system agreed to by the Government.
- (b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.
- (c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.
- (d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as 'Critical, Special or Major' shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.
- (e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.
- (f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.
- (g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(End of clause)

(ES7018)

- | | | | |
|---|-------------|---|-------------|
| 5 | 52.246-4540 | CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE | 01-MAR-1997 |
|---|-------------|---|-------------|
- a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.
- b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.
- c. You may provide the following information relative to (CP)2 certification:
- (1) _____ NOT CERTIFIED
- (2) _____ CERTIFIED
- (i) _____ DATE OF CERTIFICATION
- (ii) _____ CERTIFYING ACTIVITY
- d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:
- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Statistical Process Control (SPC) clause of this contract still apply for

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Name of Offeror or Contractor:

reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical or ''special.''

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the ''Acceptance Inspection Equipment (AIE)'' clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for ''critical'' or ''special'' characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	01-AUG-1989
2	52.242-17	GOVERNMENT DELAY OF WORK	01-APR-1984
3	52.211-16	VARIATION IN QUANTITY	01-APR-1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
1	52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	01-AUG-1994

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

Address_____

City & State_____

(End of Clause)

(GS7015)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.
(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	01-JAN-1997

(a) 'Hazardous material,' as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

Name of Offeror or Contractor:

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AC-SF
Rock Island, IL 61299-7630

Commander
U.S. Army Industrial Operations Command (IOC)
ATTN: AMSIO-TMO
Rock Island, IL 61299-6000

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AC-PCW-B/K. WARNER
Rock Island, IL 61299-7630

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AR-ESK
Rock Island, IL 61299-7630

(HF6013)

2	(52.246-4500 ACALA)	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	01-MAR-1988
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Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Director
Armament and Chemical Acquisition and Logistics Activity
ATTN: AMSTA-AC-PCW-B/K. WARNER
Rock Island, IL 61299-7630

2. FMS/MAP copies:

NA

(End of clause)

(HS6502)

3	252.223-7001 DFARS	HAZARD WARNING LABELS	01-DEC-1991
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0149 MOD/AMD	Page 18 of 32
Name of Offeror or Contractor:		

(a) 'Hazardous material,' as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert	None)	ACT
_____			_____
_____			_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract.

(End of Clause)

(HA7704)

4	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	01-MAY-1993
	ACALA		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0149 MOD/AMD	Page 19 of 32
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Name of Offeror or Contractor:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0149 MOD/AMD	Page 20 of 32
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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	01-SEP-1990
2	52.211-5	MATERIAL REQUIREMENTS	01-OCT-1997
3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	01-JUL-1996
4	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	01-AUG-1996
5	52.243-1	CHANGES - FIXED PRICE	01-AUG-1987
6	52.245-9	USE AND CHARGES	01-APR-1984
7	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	01-APR-1984
8	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	01-APR-1992
9	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	01-JAN-1994
10	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	01-DEC-1991
11	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	01-JAN-1997
12	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	01-FEB-1997
13	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	01-JUN-1997
14	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	01-DEC-1991
15	252.232-7006 DFARS	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	01-AUG-1992
16	252.242-7000 DFARS	POSTAWARD CONFERENCE	01-DEC-1991
17	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	01-DEC-1991
18	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991
19	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	01-APR-1998
		(c) http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars	
20	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	01-OCT-1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

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Name of Offeror or Contractor:

(IF7003)

21 52.227-1 AUTHORIZATION AND CONSENT 01-JUL-1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

22 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES 01-APR-1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

23 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS 01-AUG-1997
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and Military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation.

(c) An offeror proposing to use an SPI process shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted, and the specific paragraph or other location in the solicitation where the military or Federal specification or standard is required;

(2) Provide a copy of the Department of Defense acceptance of the SPI process;

(3) Identify each facility at which the offeror proposes to use the specific SPI process; and

(4) Unless provided in response to paragraph (c)(2) of this clause, provide the name and telephone number of the cognizant Administrative Contracting Officer for each facility where the SPI process is proposed for use.

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Name of Offeror or Contractor:

(d) Absent a determination at the head of the contracting activity or program executive officer level that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item and Subline Item Number and Requirement Citation: _____

Cognizant Administrative

Contracting Officer: _____

(End of clause)
(IA7008)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	CD ROM	18-DEC-97	001	
Attachment 002	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM		2PG	
Attachment 003	SPECIAL PACKAGING INSTRUCTION		1PG	
Attachment 004	WARNING		1PG	
Attachment 005	DOCUMENT SUMMARY LIST		3PG	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	05-FEB-98	8PG	

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	01-APR-1998
2	52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES	01-APR-1984
3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	01-FEB-1998

- (a)(1) The standard industrial classification (SIC) code for this acquisition is 3679.
- (2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it_____is,_____is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,_____is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,_____is not a women-owned small business concern.

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0149 MOD/AMD	Page 25 of 32
Name of Offeror or Contractor:		

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

(KF6006)

4	52.204-3	TAXPAYER IDENTIFICATION	01-JUN-1997
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(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status", as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

() TIN: _____

() TIN has been applied for.

() TIN is not required because

() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal, state, or local government;

() Other. State basis. _____

(d) Corporate Status.

() Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;

() Other corporate entity;

() Not a corporate entity;

() Sole proprietorship

() Partnership

() Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Name of Offeror or Contractor:

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
() Name and TIN of common parent:
Name: _____
TIN: _____

(KF7043)

5	52.207-4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	01-AUG-1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(KF7003)

6	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	01-APR-1984
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The offeror represents that -

?(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(KF7019)

7	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	01-APR-1984
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Name of Offeror or Contractor:		

The offeror represents that (a) it
() has developed and has on file,
() has not developed and does not have on file,
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1
and 60-2), or (b) it
() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations
of the Secretary of Labor.

(KF7020)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)	01-JUN-1997
2	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	01-DEC-1991
3	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	01-SEP-1990

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

4	52.216-1	TYPE OF CONTRACT	01-APR-1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.
(LF6008)

5	52.233-2	SERVICE OF PROTEST	01-OCT-1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ACALA, AMSTA-AC-PCW-B/M. Donovan, Rock Island, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

End of Clause

(LF6254)

6	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	01-APR-1984
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0149 MOD/AMD	Page 29 of 32
Name of Offeror or Contractor:		

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)
(LF7015)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.225-7003 DFARS	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	01-DEC-1991

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that--

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

(End of provision)

(MA7700)

2 52.245-4519 EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND 01-FEB-1996
ACALA RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-T-0149 MOD/AMD</p>	<p style="text-align: center;">Page 31 of 32</p>
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Name of Offeror or Contractor: _____

_____ Offer is predicated on use of Government property in offeror's possession.

_____ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: _____

Number and Date: _____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{T \times R \times P \times S}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge

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Name of Offeror or Contractor:

for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

- (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
 - (i) Refuse to authorize the subcontractors use of such property, or;
 - (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)